

1 UNITED STATES
2 DEPARTMENT OF THE INTERIOR
3 BUREAU OF RECLAMATION
4 Central Valley Project, California

5 INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES
6 AND
7 THE CITY OF TRACY
8 PROVIDING FOR PROJECT WATER SERVICE

9 THIS CONTRACT, made this _____ day of _____, 2012,
10 in pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or
11 supplementary thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844),
12 as amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented,
13 July 2, 1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), as
14 amended, and Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively
15 hereinafter referred to as Federal Reclamation law, between the UNITED STATES OF
16 AMERICA, hereinafter referred to as the United States, and the CITY OF TRACY, hereinafter
17 referred to as the Contractor, a public agency of the State of California, duly organized, existing,
18 and acting pursuant to the laws thereof;

19 WITNESSETH, That:

20 EXPLANATORY RECITALS

21 WHEREAS, the United States and the Banta-Carbona Irrigation District
22 (Banta-Carbona) entered into an interim renewal Contract (long-form interim renewal
23 contract) No. 14-06-20-4305A-IR1, which provided for the continued water service of

24 25,000 acre-feet of Central Valley Project (CVP) water to Banta-Carbona following
25 expiration of Contract No. 14-06-20-4305A; and

26 WHEREAS, the United States and Banta-Carbona entered into
27 successive renewals, of which the last long-form interim renewal contract was Contract
28 No. 14-06-20-4305A -IR5, hereinafter referred to as IR5; and

29 WHEREAS, on February 27, 2004, the Contractor, Banta-Carbona, and the
30 United States executed a partial assignment agreement, “Agreement for Assignment of
31 Portion of Water Service Contract”, which assigned to the Contractor the rights, duties, and
32 obligations of Banta-Carbona’s Contract No. 14-06-20-4305A-IR8 (the interim renewal
33 contract prior to Banta-Carbona’s partial assignment to the Contractor) for 5,000 acre-feet; and

34 WHEREAS, the United States and the Contractor entered into the first interim
35 renewal contract identified as Contract No.14-06-200-4305A-IR9-B; hereinafter referred to as
36 IR9-B; and

37 WHEREAS, the United States and the Contractor have entered into successive
38 renewals of IR9-B, the most recent of which is Contract No. 14-06-200-4305A-IR12-B,
39 hereinafter referred to as the IR12-B effective March 1, 2010, through February 29, 2012; and

40 WHEREAS, the United States and the Contractor have made significant
41 progress in their negotiations of a long-term renewal contract, believe that further negotiations
42 on the long-term renewal contract would be beneficial, and mutually commit to continue to
43 negotiate to seek to reach agreement, but anticipate that the environmental documentation
44 necessary for execution of any long-term renewal contract may be delayed for reasons beyond
45 the control of the parties; and

46 WHEREAS, the Contractor has requested a subsequent interim renewal contract
47 pursuant to IR12-B; and

48 WHEREAS, the United States has determined that the Contractor has to date
49 fulfilled all of its obligations under IR12-B; and

50 WHEREAS, the United States is willing to renew IR12-B pursuant to the terms
51 and conditions set forth below;

52 NOW, THEREFORE, in consideration of the mutual and dependent covenants
53 herein contained, it is hereby mutually agreed by the parties hereto as follows:

54 RENEWAL AND REVISION OF
55 CONTRACT NO. 14-02-200-4305A-IR12-B

56 1. Except as specifically modified by this Contract, all provisions of IR12-B are
57 renewed with the same force and effect as if they were included in full text with the exception of
58 Article 1 of the IR12-B thereof, which is revised as follows:

59 (a) The first sentence in subdivision (a) of Article 1 of the IR12-B is replaced
60 with the following language: "This Contract shall be effective from March 1, 2012, and shall
61 remain in effect through February 28, 2014, and thereafter will be renewed as described in
62 Article 2 of the IR5 if a long-term renewal contract has not been executed with an effective
63 commencement date of March 1, 2014."

64 (b) Subdivision (b) of Article 1 of the IR12-B is amended by deleting the
65 date "February 29, 2012," and replacing same with the date "February 28, 2014."

66 IN WITNESS WHEREOF, the parties hereto have executed this Contract as of
67 the day and year first above written.

68 UNITED STATES OF AMERICA

69 By: _____
70 Regional Director, Mid-Pacific Region
71 Bureau of Reclamation

72 (SEAL)

73 CITY OF TRACY

74 By: _____
75 City Manager

76 Attest:

77 By: _____
78 Secretary